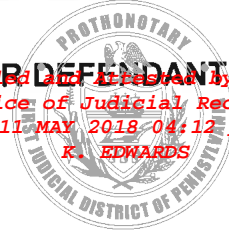


TO: PLAINTIFFS
YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE ENCLOSED AFFIRMATIVE DEFENSES
WITHIN TWENTY (20) DAYS FROM THE
SERVICE HEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST YOU.

ATTORNEY FOR DEFENDANT

ATTORNEY FOR DEFENDANT

*Filed and Entered by the
Office of Judicial Records
11 MAY 2018 04:12 pm
K. EDWARDS*



**LIPSKY & BRANDT
BY: SCOTT H. BRANDT, ESQUIRE
IDENTIFICATION NO. 66566
1101 MARKET STREET
SUITE 2820
PHILADELPHIA, PA 19107
(215) 922-6644**

**CORRINE MORRIS
and
CHARLES HAGOOD**

v.

HOME 4 RENT INC.

**PHILADELPHIA COUNTY
COURT OF COMMON PLEAS**

MARCH TERM, 2018

NO. 01563

DEFENDANT'S ANSWER TO PLAINTIFFS' COMPLAINT

1. Denied. After reasonable investigation, Defendant, Home 4 Rent Inc. ("Defendant") is without specific information or knowledge to form a belief as to the truth of the allegations contained in paragraph 1 of Plaintiffs, Corrine Morris and Charles Hagood's ("Plaintiffs") Complaint and these allegations are therefore denied.

Defendant does not know what other landlords do in the City of Philadelphia. By way of further answer, it is specifically denied that Defendant, Home 4 Rent Inc. ("Defendant") failed to properly maintain the property known as 816 East Stafford Street, Philadelphia, PA 19138 (the "Property") and it is further denied that Defendant forced Plaintiffs to live in a squalid, unsafe housing condition.

2. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 2 of Plaintiffs' Complaint and these allegations are therefore denied. By way of further answer, Defendant does not know what other landlords do in the City of Philadelphia. By way of further answer, Defendant further denies that the Property

consisted of hazardous conditions such as the failure to have heat in the winter, flushable toilets or running water.

3. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 3 of Plaintiffs' Complaint and these allegations are therefore denied. By way of further answer, Defendant does not know what other landlords do in the City of Philadelphia

4. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 4 of Plaintiffs' Complaint and these allegations are therefore denied.

5. Denied. The allegations contained in paragraph 5 of Plaintiffs' Complaint are conclusions of law to which no answer is required. To the extent that an answer is required, it is specifically denied that Plaintiffs were the victims of illegal conduct and it is specifically denied that the Property violated Philadelphia licensing requirements and building codes, had numerous habitability issues and lacked running water for much of Plaintiffs' tenancy. By way of further answer, the Property may have lacked running water for a brief period of time when repairs were being made to the Property.

6. Denied. It is specifically denied that Defendant failed to make the necessary repairs despite repeated requests from Plaintiffs and instead tried to illegally evict Plaintiffs. By way of further answer, Defendant is a Pennsylvania corporation.

7. Denied. It is specifically denied that Plaintiffs were forced to vacate the Property because of the lack of running water and horrid conditions.

8. Denied. The allegations contained in paragraph 8 of Plaintiffs' Complaint

are conclusions of law to which no response is required. To the extent that an answer is required, it is specifically denied that Defendant owes Plaintiffs any amount in damages including but not limited to those items of damages set forth in paragraph 8 of Plaintiffs' Complaint.

9. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 9 of Plaintiffs' Complaint and these allegations are therefore denied.

10. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 10 of Plaintiffs' Complaint and these allegations are therefore denied.

11. Admitted in part; denied in part. It is only admitted that Home 4 Rent Inc. is the record owner of the Property. The remaining allegations are denied. By way of further answer, Defendant is a Pennsylvania corporation.

12. Admitted.

FACTS

13. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 13 of Plaintiffs' Complaint and these allegations are therefore denied.

14. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 14 of Plaintiffs' Complaint and these allegations are therefore denied.

15. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in

paragraph 15 of Plaintiffs' Complaint and these allegations are therefore denied.

16. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 16 of Plaintiffs' Complaint and these allegations are therefore denied.

17. Admitted in part; denied in part. It is only admitted that Defendant was making repairs to the Property. The remaining allegations are specifically denied as Plaintiffs knew that all repairs were not going to be completed by May, 2017 but they demanded to move in anyway.

18. Admitted in part; denied in part. It is only admitted that Plaintiffs paid to Defendants the sum of Nine Hundred Fifty (\$950.00) Dollars as a security deposit. The remaining allegations are denied as Defendant, after reasonable investigation, is without sufficient information or knowledge to form a belief as to their truth.

19. Admitted in part; denied in part. It is only admitted that Defendant had not completed all of the repairs at the Property. The remaining allegations are denied as, after reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 19 of Plaintiffs' Complaint and these allegations are therefore denied. To the extent that an answer was required, Plaintiffs kept wanting to move into the Property even though Defendant told them more repairs needed to be done.

20. Denied. It is denied that Plaintiffs agreed to move in after the Defendant's realtor promised that Defendant could make the repairs quickly with Plaintiffs living in the Property. To the contrary, Plaintiffs knew that repairs had to be made and Defendant did not want to let Plaintiffs into the Property. However, Plaintiffs insisted

upon moving into the Property before all repairs were done.

21. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 21 of Plaintiffs' Complaint and these allegations are therefore denied. By way of further answer, Exhibit "B" of Plaintiffs' Complaint does not include the entire Lease. A copy of the full Lease is attached hereto, made a part hereof and marked as Exhibit "A."

22. Admitted.

23. Admitted.

24. Admitted in part; denied in part. It is only admitted that work was ongoing when Plaintiffs moved into the Property. The remaining allegations are specifically denied and it is specifically denied that an agent for Defendant told Plaintiffs that although work was ongoing, the Property was ready for them to move in and needed no major repairs at the time. To the contrary, Defendant did not want Plaintiffs to move into the Property but Plaintiffs insisted upon moving.

25. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 25 of Plaintiffs' Complaint and these allegations are therefore denied. Defendant did not know that a three (3) year old would be moving into the Property.

26. Admitted upon information and belief.

27. Denied. The allegations contained in paragraph 27 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, Defendant did not understand that Philadelphia law required it to

provide a lead free or safe certificate to Plaintiffs.

28. Admitted in part; denied in part. It is only admitted that Defendant understands the need for lead free certificate pursuant to Philadelphia law. It is specifically denied that Defendant was aware of its responsibility in this particular matter to provide the lead safe or lead free certificate to Plaintiffs.

29. Denied. The allegations set forth in paragraph 29 of Plaintiffs' Complaint purportedly refer to a 2016 Inquirer article. This article is a writing that speaks for itself and any characterizations made therefrom are specifically denied.

30. Denied. The allegations contained in paragraph 30 of Plaintiffs' Complaint purportedly refer to a Philadelphia Inquirer article attached as Exhibit "C" which is a writing that speaks for itself and any characterizations made therefrom are specifically denied.

31. Denied. It is specifically denied that for the first three (3) weeks of Plaintiffs' tenancy, the only source of water at the Property was a broken pipe in the basement. By way of further answer, a water meter was installed at the Property on or about June 5, 2017. As stated previously, the Property may have lacked water service for brief periods of time when repairs and work were being performed at the Property.

32. Denied. It is specifically denied that the water did not reach the faucets, toilet or shower in the house during the first three (3) weeks of Plaintiffs' tenancy.

33. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 33 of Plaintiffs' Complaint and these allegations are therefore denied. To the extent that an answer is required, Defendant would respond to Plaintiffs' requests

when notified that there were problems with the Property.

34. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 34 of Plaintiffs' Complaint and these allegations are therefore denied. As stated previously, Defendant would respond to Plaintiffs' requests when notified that there were problems with the Property.

35. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 35 of Plaintiffs' Complaint and these allegations are therefore denied. As stated previously, Defendant would respond to Plaintiffs' requests when notified that there were problems with the Property.

36. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 36 of Plaintiffs' Complaint and these allegations are therefore denied. As stated previously, Defendant would respond to Plaintiffs' requests when notified that there were problems with the Property.

37. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 37 of Plaintiffs' Complaint and these allegations are therefore denied.

38. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 38 of Plaintiffs' Complaint and these allegations are therefore denied. As stated previously, Defendant would respond to Plaintiffs' requests when notified that

there were problems with the Property.

39. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 39 of Plaintiffs' Complaint and these allegations are therefore denied. By way of further answer, after being notified of problems at the Property, Defendant would attempt to remedy any problems at the Property.

40. Admitted in part; denied in part. It is only admitted the Plaintiffs notified Defendant of problems at the Property. The remaining allegations are denied as Defendant would attempt to remedy any problems at the Property after being notified by Plaintiffs.

41. Denied. It is specifically denied that the Property had woefully deficient plumbing and it is denied the Property had multiple defects.

42. Admitted in part; denied in part. It is only admitted that Defendant's maintenance men dug a hole at the Property when making repairs. The remaining allegations are specifically denied and it is denied that Defendant had unlicensed maintenance men dig a large and dangerous hole.

43. Denied. It is specifically denied that the hole and accompanying mound of dirt remained at the Property for months despite Plaintiffs' persistent requests and requests from neighbors to Defendant to have the work completed and the hole filled.

44. Denied. It is specifically denied that the condition of the backyard was also dangerous. By way of further answer, the steps to the backyard were usable. By way of further answer, after reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in

paragraph 44 of Plaintiffs' Complaint and these allegations are therefore denied.

45. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 45 of Plaintiffs' Complaint and same are therefore denied.

46. Denied. It is specifically denied that the front window, door, and wall were in disrepair, with holes and seams which allowed air, water and pests to enter the Property freely and made the living room unuseable.

47. Denied. It is specifically denied that the Property lacked smoke and carbon monoxide detectors throughout. To the contrary, Defendant had smoke and carbon monoxide detectors installed at the Property.

48. Admitted in part; denied in part. It is only admitted that on or about August 24, 2017, the Philadelphia Department of Licenses and Inspections issued code violations for the Property. A copy of the Violation Notice attached as Exhibit "E" to Plaintiffs' Complaint is a document that speaks for itself and any characterizations made therefrom are specifically denied.

49. Denied. The violation notice set forth on Plaintiffs' Exhibit "E" is a document that speaks for itself and any characterizations made therefrom are specifically denied.

50. Admitted in part; denied in part. It is only admitted that as of March 13, 2018, certain violations remain open as the City of Philadelphia has not reinspected the Property. It is specifically denied that Defendant never remedied the violations at any point during Plaintiffs' tenancy.

51. Denied. After reasonable investigation, Defendant is without sufficient

information or knowledge to form a belief as to the truth of the allegations contained in paragraph 51 of Plaintiffs' Complaint and these allegations are therefore denied. By way of further answer, Defendant does not recall receiving the letter attached as Exhibit "F" to Plaintiffs' Complaint.

52. The letter attached as Exhibit "F" to Plaintiffs' Complaint is a document that speaks for itself and any characterizations made therefrom are specifically denied. As stated previously, Defendant does not recall receiving the letter.

53. Denied. It is specifically denied that the Property was in a deplorable state. By way of further answer, after reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations in paragraph 53 and these allegations are therefore denied.

54. Denied. It is specifically denied that the Property was in inhumane condition. By way of further answer, after reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations in paragraph 54 and these allegations are therefore denied.

55. Denied. It is specifically denied that the Property was in dilapidated condition. By way of further answer, after reasonable investigation, Defendant is without sufficient information or knowledge to form a believe as to the truth of the allegations contained in paragraph 55 of Plaintiffs' Complaint and these allegations are therefore denied.

56. Denied. The allegations contained in paragraph 56 of Plaintiffs' Complaint are conclusions of law to which no response is required pursuant to the Pennsylvania Rules of Civil Procedure. To the extent that an answer is required, it is

specifically denied that Plaintiffs incurred economic loss as a result of Defendant's failure to maintain the Property, it being denied that Defendant failed to maintain the Property.

57. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 57 of Plaintiffs' Complaint and these allegations are therefore denied. By way of further answer, the document attached as Exhibit "G" is a writing that speaks for itself and any characterizations made therefrom are specifically denied. By way of further answer, Defendant does not recall receiving the document attached as Exhibit "G" to Plaintiff's Complaint. By way of further answer, Defendant spoke to the water department and believes that the water was never shutoff.

58. Denied. The document attached as Exhibit "G" is a document that speaks for itself and any characterizations made therefrom are specifically denied.

59. Denied. It is specifically denied that the defect was never repaired.

60. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 60 of Plaintiffs' Complaint and these allegations are therefore denied. By way of further answer, Defendant would respond to Plaintiffs' requests when notified that there were problems at the Property. By way of further answer, Defendant spoke to the water department and believes that the water was never shutoff.

61. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 61 of Plaintiffs' Complaint and these allegations are therefore denied. By

way of further answer, Defendant would respond to Plaintiffs' requests when notified that there were problems at the Property.

62. Denied. It is specifically denied that Defendant responded to Plaintiffs' repair request with an eviction notice.

63. Admitted.

64. Denied. The allegations contained in paragraph 64 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, the eviction notice is a writing that speaks for itself and any characterizations made therefrom are specifically denied. Plaintiffs made no payments to Defendant after moving into the Property.

65. Admitted in part, denied in part. The allegations contained in paragraph 65 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, Plaintiffs owed the City water department a sum of money that was less than \$450.00. By way of further answer, after reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 65 of Plaintiffs' Complaint and these allegations are therefore denied.

66. Admitted.

67. Denied. The allegations contained in paragraph 67 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, the eviction Complaint is a document that speaks for itself and any characterizations made therefrom are specifically denied.

68. Denied. The allegations contained in paragraph 68 of Plaintiffs'

Complaint are conclusions of law to which no response is required. By way of further answer, the Complaint is a writing that speaks for itself and any characterizations made therefrom are specifically denied.

69. Admitted in part; denied in part. It is only admitted that Defendant voluntarily dismissed its eviction Complaint. By way of further answer, it is specifically denied that Defendant filed a meritless eviction Complaint.

70. Denied. The allegations contained in paragraph 70 of Plaintiffs' Complaint are conclusions of law to which no response is required. Defendant is without sufficient information or knowledge to form a belief as to the truth of these allegations and these allegations are therefore denied. By way of further answer, it is denied that Defendant tried to illegally evict Plaintiffs.

71. Denied. The allegations contained in paragraph 71 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, the texts are writings that speak for themselves and any allegations made therefrom are specifically denied. It is denied that Defendant illegally locked out Plaintiffs.

72. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 72 and these allegations are therefore denied.

73. Admitted in part; denied in part. It is only admitted that Plaintiffs fully vacated the Property in November, 2017. The remaining allegations are denied as after reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations in paragraph 73 and these allegations

are therefore denied.

74. Denied. The allegations contained in paragraph 74 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, it is specifically denied that Plaintiffs left the Property because it was uninhabitable, with no fully functioning plumbing for the duration of their tenancy and no running water at all for the previous 2 months and because of the illegal, meritless attempted eviction brought by Defendant.

75. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 75 and these allegations are therefore denied. By way of further answer, Defendant is not responsible for Plaintiffs' expenses set forth in paragraph 75 of their Complaint.

76. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 76 and these allegations are therefore denied. To the extent that an answer is required, it is specifically denied that the family had to eat out often because of the lack of running water and moldy conditions in the kitchen. By way of further answer, Defendant is not responsible for Plaintiffs' expenses set forth in paragraph 76 of their Complaint.

77. Denied. It is specifically denied that Plaintiffs requested a return of their One Thousand Nine Hundred (\$1,900.00) Dollar security deposit in December, 2017. To the contrary, Defendant offered to return Plaintiffs' security deposit on numerous occasions but Plaintiffs refused to accept it.

78. Denied. It is specifically denied that Defendant never responded to Plaintiffs' request to return their security deposit. To the contrary, Defendant offered to return Plaintiffs' security deposit on numerous occasions, but Plaintiffs refused to accept it.

COUNT I - CONSTRUCTIVE EVICTION

79. Defendant incorporates its answers to paragraph 1 through 78 as if fully set forth at length herein.

80. Denied. The allegations contained in paragraph 80 of Plaintiffs' Complaint are conclusions of law to which no response is required.

81. Admitted in part; denied in part. It is only admitted that the City issued violations at the Property. It is specifically denied that Defendant's conduct caused the Property to become uninhabitable for Plaintiffs. As stated previously, Defendant would make repairs upon being notified by Plaintiffs.

82. Denied. The allegations contained in paragraph 82 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, it is specifically denied that Defendant filed an illegal, meritless eviction suit against Plaintiffs and threatened to lock them out of the Property illegally.

83. Denied. The allegations contained in paragraph 83 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, it is specifically denied that Defendant's conduct deprived Plaintiffs of the beneficial enjoyment of the whole of the Property for the entirety of their tenancy.

84. Denied. The allegations contained in paragraph 84 of Plaintiffs'

Complaint are conclusions of law to which no response is required. It is specifically denied that Defendant's conduct forced Plaintiffs to vacate the Property.

85. Denied. It is specifically denied that Home 4 Rent's conduct was intentional, willful, wanton or reckless in any manner whatsoever.

86. Denied. The allegations contained in paragraph 86 of Plaintiffs' Complaint are conclusions of law to which no response is required. It is specifically denied that Defendant's intentional, willful, wanton, reckless conduct, such conduct being denied, caused Plaintiffs any harm and/or damage.

WHEREFORE, Defendant, Home 4 Rent demands judgment in its favor and against Plaintiffs, Corrine Morris and Charles Hagood and request this Court to award Defendant costs and any other award this Court deems appropriate.

COUNT II - UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

87. Defendant, incorporates by reference its answers to paragraphs 1 through 86 of Plaintiffs' Complaint as if fully set forth at length herein.

88. Denied. The Pennsylvania Unfair Trade Practices Act is a writing that speaks for itself and any characterizations made therefrom are specifically denied.

89. Denied. The allegations contained in paragraph 89 of Plaintiffs' Complaint are conclusions of law to which no response is required.

90. Denied. The allegations contained in paragraph 90 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, it is specifically denied that Defendant violated the Unfair Trade Practices and Consumer Protection Law in any manner whatsoever including, but not limited to, those allegations set forth in subparagraphs (a) through (f) as set forth in

paragraph 90 of Plaintiffs' Complaint.

91. Denied. The allegations contained in paragraph 91 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, Defendant is without sufficient information or knowledge to form a belief as to the truth of these allegations and these allegations are denied. To the extent that an answer is required, it is specifically denied that Defendant made any misrepresentations to Plaintiffs.

92. Denied. The allegations contained in paragraph 92 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, it is specifically denied that Plaintiffs suffered any losses as a result of any misrepresentations and deceptive conduct on the part of Defendant.

93. Denied. The allegations contained in paragraph 93 of Plaintiffs' Complaint are conclusions of law to which no response is required.

WHEREFORE, Defendant, Home 4 Rent demands judgment in its favor and against Plaintiffs, Corrine Morris and Charles Hagood and request this Court to award Defendant costs and any other award this Court deems appropriate.

COUNT III

94. Defendant, incorporates by reference its answers to paragraphs 1 through 93 of Plaintiffs' Complaint as if fully set forth at length herein.

95. Admitted.

96. Denied. The allegations contained in paragraph 96 of Plaintiffs' Complaint are conclusions of law to which no response is required.

97. Denied. The allegations contained in paragraph 97 of Plaintiffs'

Complaint are conclusions of law to which no response is required. To the extent that an answer is required, it is specifically denied that Defendant breached the implied warranty of habitability. It is further denied that Defendant failed to make necessary repairs to the Property when notified of the defects at the Property.

98. Denied. The allegations contained in paragraph 98 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required. It is specifically denied that Plaintiffs have been damaged as a result of a breach of contract on the part of Defendant.

WHEREFORE, Defendant, Home 4 Rent demands judgment in its favor and against Plaintiffs, Corrine Morris and Charles Hagood and request this Court to award Defendant costs and any other award this Court deems appropriate.

COUNT IV

99. Defendant, incorporates by reference its answers to paragraphs 1 through 98 of Plaintiffs' Complaint as if fully set forth at length herein.

100. Denied. The allegations contained in paragraph 100 of Plaintiffs' Complaint are conclusions of law to which no response is required. By way of further answer, Philadelphia Code §6-803(3)(a) is a writing that speaks for itself and any characterizations made therefrom are specifically denied.

101. Denied. The allegations contained in paragraph 101 of Plaintiffs' Complaint are conclusions of law to which no response is required. By way of further answer, Philadelphia Code §6-803(3) and §6-809(3) and (4) are writings that speak for themselves and any characterizations made therefrom are specifically denied.

102. Admitted upon information and belief.

103. Denied. After reasonable investigation, Defendant is without sufficient information or knowledge to form a belief as to the truth of these allegations and these allegations are therefore denied.

104. Denied. The allegations contained in paragraph 104 of Plaintiffs' Complaint are conclusions of law to which no response is required. To the extent that an answer is required, it is specifically denied that Defendant failed to comply with §6-803 of the Philadelphia Code.

WHEREFORE, Defendant, Home 4 Rent demands judgment in its favor and against Plaintiffs, Corrine Morris and Charles Hagood and request this Court to award Defendant costs and any other award this Court deems appropriate.

COUNT V

105. Defendant, incorporates by reference its answers to paragraphs 1 through 104 of Plaintiffs' Complaint as if fully set forth at length herein.

106. Admitted in part; denied in part. It is only admitted that Plaintiffs paid Defendant first month's rent and a security deposit prior to moving into the Property.

107. Admitted in part; denied in part. It is only admitted that Defendant did not return the security deposit to Plaintiffs. The remaining allegations are denied as Defendant on numerous occasions offered to return the security deposit to Plaintiffs but Plaintiffs refused to accept it.

WHEREFORE, Defendant, Home 4 Rent demands judgment in its favor and against Plaintiffs, Corrine Morris and Charles Hagood and request this Court to award Defendant costs and any other award this Court deems appropriate.

JURY DEMAND

108. Denied. The allegations contained in paragraph 108 of Plaintiffs' Complaint are conclusions of law to which no response is required.

AFFIRMATIVE DEFENSES

Defendant reserves the right to assert additional defenses that may become available and/or known during the course of continuing investigation and discovery in this case. Without limiting the generality of the foregoing, Defendant states as follows:

109. Plaintiffs' Complaint fails to state a cause of action upon which relief can be granted.

110. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

111. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver and estoppel.

112. Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

113. Plaintiffs' claims are barred, in whole or in part, by the doctrine of accord and satisfaction.

114. Plaintiffs' claims are barred, in whole or in part, by the doctrine of release.

115. Plaintiffs' claims are barred, in whole or in part, by the statute of frauds.

116. Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver.

117. Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands and/or reasons of public policy.

118. Plaintiffs' claims are barred, in whole or in part, by the gist of the action doctrine.

119. Plaintiffs' claims for unfair or deceptive acts arise from the lease to rent

the Property, thus sounding in contract.

120. Plaintiffs' damages, if any, are a result of Plaintiffs' own actions and/or failures to act.

121. Plaintiffs' damages, if any, and causes of action are limited by the Lease.

122. Plaintiffs' recovery, if any, is limited due to their failure to mitigate damages.

123. Plaintiffs did not comply with the requirements of 68 P.S. section 250.512.

124. Plaintiffs have failed to comply with the terms of the Lease and are thus barred from recovery.

125. Plaintiffs' claims are barred by the doctrine of waiver as a result of the terms of the Lease.

126. Defendant has not caused any injury to any personal or real property by reason of any acts of fraud.

127. To the extent that it is found that the Defendant made any misrepresentations or concealed anything, such conclusions being specifically denied, Plaintiffs did not justifiably rely on same and are barred from recovery.

128. Plaintiffs moved into the Property despite being notified that repairs had to be made to it.

129. Plaintiffs refused to accept the return of their security deposit.

130. Plaintiffs never provided Defendant with their current location

131. Defendant agreed to vacate the Property in exchange for the return of their security deposit.

132. Plaintiffs never paid Defendant any additional money after moving into the

Property.

133. In the event Defendant is found liable to Plaintiffs, such liability being denied, Defendant is entitled to a set off of the amount of money owed to it by Plaintiffs.

134. Plaintiffs have been unjustly enriched at Defendant's expense.

135. Plaintiffs failed to make any payments to Defendant after moving into the Property.

136. Plaintiffs failed to make any payments to the City water department as required by the Lease.

137. After receiving notice from Plaintiffs that repairs needed to be done, Defendant would have contractors perform the necessary repairs.

LIPSKY AND BRANDT

BY: 

**SCOTT H. BRANDT, ESQUIRE
ATTORNEY FOR DEFENDANT**

DATE: 5/11/18

VERIFICATION

SIMON BOUHADANA, hereby states that he is the president of Home 4 Rent Inc., Defendant in this action and is authorized to take this Verification on Defendant's behalf and verifies that the statements made in the foregoing **ANSWER TO PLAINTIFFS' COMPLAINT** are true and correct to the best of his knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 PA. C.S. Section 4904 relating to unsworn falsification to authorities..



SIMON BOUHADANA

DATED: 5/11/18

LIPSKY & BRANDT
BY: SCOTT H. BRANDT, ESQUIRE
IDENTIFICATION NO. 66566
1101 MARKET STREET
SUITE 2820
PHILADELPHIA, PA 19107
(215) 922-6644

ATTORNEY FOR DEFENDANT

CORRINE MORRIS : PHILADELPHIA COUNTY
and : COURT OF COMMON PLEAS
CHARLES HAGOOD :
v. : MARCH TERM, 2018
HOME 4 RENT INC. : NO. 01563

CERTIFICATE OF SERVICE

I hereby certify that on the date listed below, I caused a true and correct copy of the foregoing Answer to Complaint to be served via electronic filing system upon the following counsel of record and unrepresented parties:

George A. Donnelly IV, Esquire
Daniel Urevick-Ackelsberg, Esquire
1709 Benjamin Franklin Pkwy
Philadelphia PA 19103

Gregory R. Sellers, Esquire
Michael K. Coran, Esquire
Monica C. Platt, Esquire
Klehr Harrison
1835 Market Street, Suite 1400
Philadelphia PA 19103

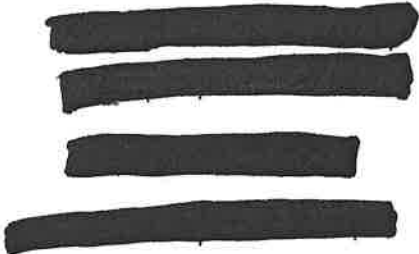
LIPSKY AND BRANDT

BY: 

SCOTT H. BRANDT, ESQUIRE
ATTORNEY FOR DEFENDANT

DATE: 5/11/18

EXHIBIT “A”



**HOME4RENT Inc.
P.O. BOX 297098
Brooklyn N.Y 11229
LEASE AGREEMENT**

06-02-17

Date: ~~05-17-17~~

Phone: [REDACTED]

Tenant: CORRINE LYNELLE MORRIS & CHARLES W HAGOOD JR
Phone: (Main) _____ (Work) _____ (Emergency Contact) _____

Landlord: Home4Rent Inc.
Phone: [REDACTED]

Landlord Address: P.O. BOX 297098 BROOKLYN NY 11229

This lease, between: Home4Rent inc. (Landlord) and corrine morris & charles hagood jr (Tenant) was made on, ⁰⁶⁻⁰²⁻¹⁷~~05-17-17~~ for the property located at :

816 E Stafford st Philadelphia, Pa 19138

The word TENANT refers to each Tenant named above.

1. PROPERTY: Tenant agrees to rent from Landlord and Landlord agrees to rent to Tenant the aforementioned premises.
2. The term of this lease is for **Twelve (12)** months, beginning on 05-17-17 and ending at midnight on 06-01-18

The landlord is not responsible if the landlord cannot give the tenant possession of the premises at the start of this lease. However, rent will only be charged from the date on which possession of the premises is made available to the tenant. If the landlord cannot give possession within thirty days after the stating date the tenant may cancel this lease.

3. RENT: The tenant agrees to pay **NINE HUNDRED AND FIFTY DOLLAR (950)**, as rent to be paid as follows: _____ (950), per month to be paid on or before the first day of each month.

The first payments to include the first month's rent and **\$950** security deposit of **\$950**, (\$ 950), are due prior to moving in. The tenant must pay a late charge of **Fifty seven dollars (\$57.00)** if rent is not received by the **Tenth,(10th)** day of each month. If the rent was still not received by the **First,(1st)** day of the next month, this lease will be terminated and void and the tenant must leave the premises immediately and be liable for the balance of the rent for the term of this lease.

The late charge is due with and shall be considered a part of the monthly rent payment for the month in which the rent was paid late.

Rent is due in money order, bank check or cash.

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4. Security Deposit: The tenant will deposit the sum of NINE HUNDRED AND FIFTY DOLLAR

(\$ 950) with the landlord, into an escrow account, as security that the tenant will comply with all the terms of this lease. If the tenant complies with the terms of this lease, the landlord will return this deposit within 30 days after the end of the lease, including any extension. The landlord may use as much of the security deposit as necessary to pay for damages resulting from the tenant's occupancy or, at landlord's sole option and election to pay for delinquent or unpaid rent and late charges.

If the deposit is so used by the landlord prior to the lease termination, the landlord may demand that the tenant replace the amount of the security deposit used by the landlord. If the landlord sells the property, the landlord may transfer the deposit to the new owners for the tenant's benefit. The landlord will notify the tenant of any sale and transfer of the deposit. The landlord will thereupon be released of all liability to return the security deposit.

5. LANDLORD'S AGENT: The Landlord authorized the following person(s) to manage the premises on behalf of the Landlord: JEROL

6. USE OF THE PREMISES: The TENANT may use the PREMISES only as a single family residence.

7. UTILITIES: The tenant will pay for the following utilities: Gas, Electric and Water.

8. EVICTION: The Landlord may evict the tenant if the tenant does not comply with all of the terms of this lease, or for any other causes allowed by law. If evicted, the tenant must continue to pay the rent for the rest of the term, The tenant must also pay all the costs, including reasonable attorney fees related to the eviction and the collection of any moneys owed to the landlord along with the cost of re-entering, re-renting, cleaning and repairing the PREMISES. Rent received from any new tenant during the remaining term of this lease will be applied by the landlord to reduce rent only which may be owed by the tenant.

9. PAYMENTS BY LANDLORD: If the tenant fails to comply with the terms of this lease, the landlord may take any required action and charge the cost, including reasonable attorney fees to the tenant. Failure to pay such costs upon demand is a violation of this lease.

10. CARE OF THE PREMISES: The tenant has examined the premises, including (where applicable) the living quarters, all facilities, furniture and appliances and is satisfied with its present physical condition. The tenant agrees to maintain the premises in as good condition as it is at the start of this lease except for ordinary wear and tear. The tenant must pay for all repairs, replacement and damages caused by the act of neglect of the tenant. The tenant will remove all of the tenant's property at the end of this lease. Any property that is left becomes the property of the landlord and may be thrown out. All of the tenant's garbage will be disposed of properly by the tenant in the appropriate receptacles for garbage collection. Accumulations of garbage in and around the premises or depositing by the tenant or those residing with tenant of garbage in areas not designated and designed as garbage receptacles shall constitute a violation of this lease. Tenant shall generally maintain the premises in a

neat and orderly condition. This includes shoveling snow on sidewalk in front of the premises. Damage or destruction by tenant, tenant's employees or tenant's visitors of the premises shall constitute a violation of this lease.

11. DESTRUCTION OF PREMISES: If the premises are totally destroyed through no fault of the tenant, the tenant's employees or tenant's visitors, then the Lease will end and the tenant will pay rent up to the date of destruction. While landlord is required to carry a state minimum insurance policy on said property to cover possible structural damages, it is encouraged and recommended that leasee purchase an individual renters insurance policy to cover any accidental loss or damages to tenant personal property.

12. INTERRUPTION OF SERVICES: The landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the landlord's control.

13. ALTERATIONS: The tenant must get the Landlord's prior written consent to alter, improve, paint or wallpaper the premises. Alterations, additions, and improvements become the landlord's property.

14. COMPLIANCE WITH LAWS: The tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering the premises and/or its contents.

15. NO WAIVER BY LANDLORD: The landlord does not give up or waive any rights by accepting rent or by failing to enforce any terms of this lease.

16. NO ASSIGNMENT OR SUBLEASE: The tenant may not sublease the premises or assign this lease without the landlord's prior written consent.

17. ENTRY BY LANDLORD: Upon reasonable notice, the landlord may enter the premises to provide services, inspect, repair, improve or show it. The tenant must notify the landlord if the tenant will be away for ten days or more. In case of emergency or the tenant's absence, the landlord may enter the premises without the tenant's consent.

18. QUIET ENJOYMENT: The tenant may live in and use the premises without interference subject to the terms of this lease.

19. SUBORDINATION: This lease and the tenant's rights are subject and subordinate to present any future mortgages on the property which include the premises. The landlord may execute any papers on the tenant's behalf as the tenant's attorney in fact to accomplish this.

20. HAZARDOUS USE: The tenant will not keep anything in the premises which is dangerous, flammable, explosive, or which might increase the danger of fire or any other hazard, or which would increase landlord's fire or hazard insurance.

21. INJURY OR DAMAGE: The tenant will be responsible for any injury or damage caused by the act or neglect of the tenant, the tenant's employees or tenant's visitors. The landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of the landlord.

22. RENEWALS AND CHANGES IN LEASE: Upon expiration of the rental term provided for above this lease shall automatically renew itself, indefinitely for successive one month periods, unless modified by the parties. The landlord may modify this lease or offer the tenant a new lease by forwarding to the tenant a copy of the proposed changes or a copy of the new lease. If changes in this lease or a new

lease are offered, the tenant must notify the landlord of the tenant's decision to stay, within thirty days of the date the proposed changes or the copy of the new lease is received by the tenant. If the tenant fails to accept the lease changes or the new lease within thirty days of the date the proposed changes or new lease is offered, the tenant may be evicted by the landlord, as provided for in PA law. Nevertheless, if the rent is increased by the lease changes, or new lease, the tenant will be obligated to pay the new rent; regardless of whether the tenant has affirmatively accepted the lease changes or new lease, if the tenant continues to occupy the property on the date the new rent becomes effective.

23. PETS; No dogs, cats or other animals are allowed on the premises without the landlord's prior written consent.

24. NOTICES: All notices provided by this lease must be written and delivered personally or by certified mail. To the parties at their addresses listed above or to such other address as the parties may from time to time designate. Notices to the landlord must also be sent to the landlord's agent listed above (if any).

25. SIGNS: The tenant may not put any sign or projection (such as a TV or radio antenna) in or out of the window or exteriors of the premises without the landlord's prior written consent.

26. HOLDOVER RENT: Should this lease be terminated, either through a valid notice of dispossession by the landlord, or through order of a court, and should tenant remain on the premises thereafter, the tenant shall be liable to pay rent at a rate of double the base rent provided for under this lease, from the date of termination until such time as tenant vacated the premises, whether tenant vacates the premises voluntarily or through of enforcement of an order of eviction.

27. VALIDITY OF LEASE: If a clause or provision of this lease is legally invalid, the rest of this lease remains in effect. If a clause or provision of this lease is ambiguous, and it may be interpreted in a manner either consistent or inconsistent with existing law, it should be interpreted in a manner consistent with existing law.

28. PARTIES: The landlord and each of the tenants are bound by this lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

29. GENDER: The use of any particular gender (masculine, feminine, or neuter) and case (singular or plural) in this lease is for convenience only. No inference is to be drawn there from. The correct gender and case is to be freely substituted throughout, as appropriate.

30. Landlord has right to bar visitors to the premises. Only the people listed on this lease have right to reside in these premises. If tenant would like to bring in additional guests or residents, they must receive written consent from the landlord.

31. By signing below, tenant acknowledges that tenant has read and understood the above lease.

TENANT: *Chouk Nigod* Date: 6-2-17 Phone Number: [REDACTED]

LANDLORD: HOME4RENT Date: _____

HOME4RENT
P.O. BOX 297098
BROOKLYN NY 11229

Name: Corrine Morris/Charles Haggard Jr.
Address: 816 E. Stafford St
Phone: [REDACTED]

Tenant will keep property maintained throughout the term of their lease. This includes front yard and backyard. Tenants will be fully responsible for these utilities and services.

- Water & sewer bills
- Heat
- Electricity
- Lawn care
- Gas
- Snow removal
- Fuel oil
- Garbage
- Sidewalk

Also please be aware that our homes do not have finished basements. These basements are not for living conditions. We are not responsible for any damage done to personal property when it is left there. Please place all objects up high so no damage can be done.

Thank you

Home4Rent

DATE 02-17

SIGNATURE [Signature]